

AMENDMENT TWO TO INTERIM AGREEMENT

This Amendment Two to Interim Agreement is effective as of this 2nd day of March, 2015 (the “**Effective Date**”), by and between Vix Technology (USA) Inc. (“**Vix**”), on the one hand, and Snohomish County Public Transportation Benefit Area, Kitsap County Public Transportation Benefit Area, Central Puget Sound Regional Transit Authority, Washington State Department of Transportation, Ferries Division, Pierce County Public Transportation Benefit Area Corporation, City of Everett, and King County, (collectively, the “**Agencies**”) on the other hand. Vix, each of the Agencies and the Agencies together are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

I. RECITALS

1. The Parties have between them a binding contract for the design, building, maintenance, and operation of a regional fare card system (“**RFC System**”) to facilitate payment for transit services on the public transportation services operated by each of the Agencies (the “**ORCA Contract**”).

2. After participating in a mediation process with mediator Stew Cogan in the spring and summer of 2014, Vix and the Agencies signed a series of settlement agreements and releases designed to supplement and modify the ORCA Contract. One such agreement is entitled Settlement Agreement and Mutual Release – Security (the “**Security Agreement**”). Attached to the Security Agreement as Exhibit 3, is an Interim Agreement signed by the Parties (the “**Interim Agreement**”).

3. The Parties agree that, due to the complexity of the Interim Agreement implementation tasks, the completion date for one task should be changed.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. **Amendment:**

The Parties agree that the deadline for Vix to complete work related to Amendment 306 Oracle Reporting Enhancements (RFI 665) – move reporting to run against the DR Offline Server (OFS) as described in the Interim Agreement will be extended from January 31, 2015 to March 31, 2015.

2. **Public Document.**

This Agreement is a public document.

3. **No Other Revisions.**

Except as specifically provided herein, neither the Interim Agreement nor any other agreement and/or obligation between the Parties shall be altered in any way.

4. Representations and Warranties.

a. Organization, Authorization

Vix, on the one hand, and the Agencies on the other hand, represent and warrant to each other that: (i) each Party has full and complete power, capacity, and authority to enter into this Agreement and to consummate all transactions and perform all obligations contemplated by this Agreement, (ii) the execution of this Agreement has been duly authorized by all necessary corporate or official action, if any, on the part of each Party, and (iii) this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

b. Company Consent and Approval

Vix and the Agencies represent and warrant that (i) all necessary third-parties have consented to and approved this agreement, or (ii) such consent and approval are not required for the execution of this Agreement or the performance by Vix and/or the Agencies of their obligations herein and therein.


5. Counterparts.

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

IN WITNESS WHEREOF, the Parties have executed this Amendment Two to the Interim Agreement, effective as of the Effective Date listed above.

READ AND AGREED TO:

By:


Vix Technology (USA) Inc.


Name: DOUGLAS THOMAS

Title: GENERAL MANAGER

Dated:

2/11/15

And By:


Kevin Desmond, King County
(King County Metro Transit)

Dated:

2/15/15

Emmett Heath, Snohomish County Public
Transpiration Benefit Area Corporation
(Community Transit)

Dated: _____

Tom Hingson, City of Everett
(Everett Transit)

Dated: _____

John Clauson, Kitsap County Public
Transportation Benefit Area Authority
(Kitsap Transit)

Dated: _____

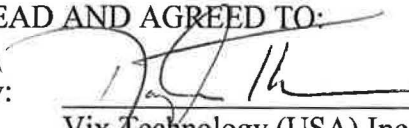
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Transportation Benefit Area Corporation
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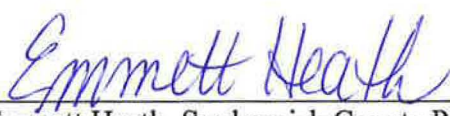
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2/11/15

And By:

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Dated: _____



Emmett Heath, Snohomish County Public
Transpiration Benefit Area Corporation
(Community Transit)

Dated:

2/17/15

Tom Hingson, City of Everett
(Everett Transit)

Dated: _____

John Clauson, Kitsap County Public
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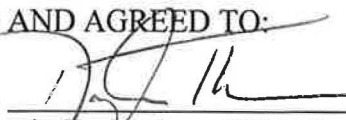
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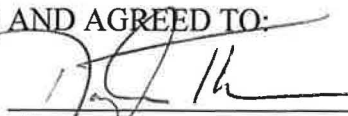
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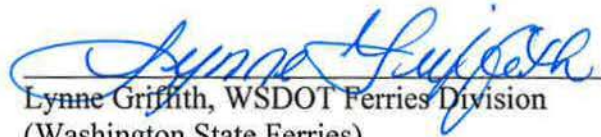
Dated:

2/17/15



Brian McCartan, Central Puget Sound Regional
Transit Authority
(Sound Transit)

Dated: 3/2/15



Lynne Griffith, WSDOT Ferries Division
(Washington State Ferries)

Dated: 2/23/15